

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 6 PAGES
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE February 27, 2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Stennis Space Center Office of Procurement Building 1100 Room 251 H Stennis Space Center, MS 39529-6000	CODE	7. ADMINISTERED BY (If other than Item 6) Same as block #6	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Cage Code: _____ TIN: _____ Phone: _____			(✓)	9A. AMENDMENT OF SOLICITATION NO. NNS12ZDA002R
			x	9B. DATED (SEE ITEM 11) January 25, 2012
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE			FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to provide answers to the questions submitted. See pages 2-6 for all questions and answers.

Please provide a signed copy of this amendment with the proposal.

All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Beth L. Bradley	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

Questions & Answers for Stennis Space Center Coffee Shop Concessionaire Agreement:

1. Question: Who is responsible for the build out of the space shown in "Exhibit A" including but not limited to removal of walls, finishing of ceiling, finishing of remaining walls and floor, changes that would be necessary to make the space ADA compliant, wiring for additional electrical outlets as needed for equipment, necessary plumbing-hot and cold water, drains, sinks, grease traps (if necessary), sprinkler systems, etc.? By "responsible" we mean physically and monetarily? If the Concessionaire is responsible for any of these criteria, is the contractor for said work at the discretion of the Concessionaire?

Answer: The Concessionaire is responsible, both physically and monetarily, for designing and constructing the finish of the Coffee Shop. The NASA Exchange will provide the infrastructure to the location selected by the Concessionaire, with the exception of hot water. If any new electrical power is needed for the Coffee Shop, the Exchange will designate where the Concessionaire is to get the power from the mechanical room adjacent to the Coffee Shop.

2. Question: Are the responses to questions submitted by vendors only sent to the vendor submitting the questions? Or are all questions and all answers sent to all parties interested in submitting proposals?

Answer: All questions submitted will be answered; all questions and responses will be available to the public.

3. Question: In reference to "ATTACHMENT 2," "Objectives": Are you defining "iced traditional beverages" as carbonated beverages? If so, would they be fountain drinks or ready-to-drink? If this is not how you are defining the term, please define.

Answer: This term is defined as "iced coffees or teas." Additional carbonated beverages may be sold at the discretion of the Concessionaire.

4. Question: Please define "light fares" for menu items.

Answer: Light fares consist of small portions of food that are to be portable. It should be noted that, a vent hood or gas hook up will not be available.

5. Question: In regards to marketing and advertising, what is allowable as far as signage is concerned in the building, outside the building, and on base? Is their currently a methodology in place for base wide advertising, i.e. newsletters, emails, etc.? Would the Concessionaire have access to email addresses for advertising purposes?

Answer: Marketing and advertising are permissible but must be coordinated through the Exchange. The Concessionaire will not have direct access to the e-mail addresses; however the Exchange will handle any requests for digital notification with External Affairs. To include but not limited to, bulletin boards and signage, both within buildings and throughout the Center, provide additional methods of advertising (with prior approval by the Exchange).

6. Question: Which party is responsible for the purchase of necessary equipment, including but not limited to machinery, refrigeration, etc.?

Answer: The Concessionaire must provide all equipment needed to operate the Coffee Shop. The NASA Exchange will not provide any equipment for the operation of the Coffee Shop.

7. Question: In regards to utilities, how will the Concessionaire be metered and billed for electric and water?

Answer: The Exchange will provide electricity and cold water lines at no cost to the Concessionaire. Phone services will be billed to the concessionaire.

8. Question: In regards to operating hours, you are stating that the Concessionaire maintain core operating hours within the parameters of normal working hours of 6:00 am to 6:00 pm. What hours of operation are you seeking? Does the Concessionaire have access to their space outside of the 6-6 parameters?

Answer: The hours of operation are at the discretion of the Concessionaire as long as they are within the core operating hours of 6am-6pm. The Concessionaire will have 24 hour access to the space, assuming the Center is open for business.

9. Question: In reference to "ATTACHMENT 3" #3: "Rates/Concessionaire Fee, such as, share ratio of the total monthly gross receipts derived from the services performed," Is this in relation to past business operations or is this in relations to the share ratio of this agreement?

Answer: This is in relation to past operations.

10. Question: In reference to "ATTACHMENT 4": ARTICLE II-CONCESSION PRIVILEGE-The drawing of "Exhibit A" shows a room at the left end of drawing that was not shown during site visit, is this space included or not?

Answer: The room to the left of the space is a mechanical equipment room and is not a part of the space allowed for use as the Coffee Shop. Water and electrical power will come from that room to supply the Coffee Shop.

11. Question: If the "Concessionaire has the right to install, operate and maintain the necessary equipment," who purchases the said equipment?

Answer: See Question and Answer 6.

12. Question: ARTICLE III-RESPONSIBILITIES: The Exchange will use reasonable efforts to: ii) What does NASA define as "minor preventative and corrective maintenance activities?"

Answer: The Exchange will provide maintenance on the facilities, the Concessionaire will have to provide maintenance on any equipment that they install or operate.

13. Question: What is the charge for "all utility costs"? Are these utilities metered and Concessionaire billed accordingly or how are these costs configured?

Answer: See Question and Answer 7.

14. Question: Specifically, what equipment would the Exchange provide?

Answer: See Question and Answer 6.

15. Question: For equipment provided by the Exchange, is the Concessionaire included in the warranty coverage? After warranty expiration of Exchange purchased equipment, who is responsible for paying the maintenance cost, if any, on that equipment? (outside of daily maintenance)

Answer: See Question and Answer 6.

16. Question: Please state expected operating hours. Does the Concessionaire only have access to the space between 6:00 am and 6:00 pm?

Answer: See Question and Answer 8.

17. Question: Is the Concessionaire required to charge federal and state sales taxes or are the products sold without the charge of those taxes as part of NEX?

Answer: Concessionaire is required to charge all applicable sales taxes.

18. Question: Is it the Concessionaires responsibility to dispose of trash or are there custodial personnel for the building to collect bagged garbage and bring to dumpster? If it is the Concessionaires responsibility, do they have access to a dumpster in close proximity?

Answer: Exchange will provide trash pick-up and disposal; Concessionaire will be responsible for cleaning of the Coffee Shop.

19. Question: "The Concessionaire assumes all expenses....," does this mean the build-out?

Answer: See Question and Answer 1.

20. Question: ARTICLE IV-CONDUCT OF CONCESSIONAIRE: f) Does this mean that all advertising must be approved by the Exchange?

Answer: See Question and Answer 5.

21. Question: ARTICLE VIII-FINANCIAL OBLIGATIONS What does this six percent paid by the Concessionaire cover? Is this the total fee or are there other fees?

Answer: The Concessionaire Fee is comprised of 6% of the total monthly gross receipts derived from the services performed during the preceding calendar month. This fee is simply a charge for using the space provided. For more information see Question and Answer 7.

22. Question: ARTICLE X-TERM OF CONCESSIONAIRE AGREEMENT. In the event that the Exchange is inactivated, how much notice would the concessionaire receive?

Answer: The Exchange will use its best efforts to notify the Concessionaire as soon as it becomes aware of its impending inactivation, and, if possible, within the time period specified in Article X of the Concessionaire Agreement.

23. Question: EXHIBIT "C": Are these wages and "fringe benefits" a directive or to be used as a guide for what the Concessionaire pays in wages? Is tipping allowable?

Answer: The Concessionaire must comply with the McNamara-O'Hara Service Contract Act (SCA), 41 U.S.C. § 6701, *et seq.* The SCA requires the Concessionaire to pay its employees the prevailing local wage and fringe benefits, as reflected in the wage information provided. Tipping is allowed under the SCA. If an employee regularly receives more than \$30 dollars in tips, the dollar amount an employee earns in tips may be credited to the wage amount required by the SCA. However, an employee may never be paid less than \$2.13 an hour. Further, the amount an employee earns in tips, when added to the \$2.13 base wage, must always equal at least the wage required by the SCA. If it does not, the employer must pay the employee the difference between the amount actually

earned and the required wage. The employer must be able to show by records that the employee receives at least the applicable SCA minimum wage through the combination of direct wages and tip credit. All tips received by the employee must have been retained by the employee (other than as part of a valid tip pooling arrangement among employees who customarily and regularly receive tips). Finally, the employer must inform the employee of the tip credit provisions for the tip credit to be available. *See* 29 C.F.R. §§ 4.6(q) & 4.163(k). For more information, *see* <http://www.dol.gov/whd/contracts/sca.htm>.

24. Question: Please provide the annual sales for the past five (5) years regarding the above subject solicitation.

Answer: The Coffee Shop will be a new business/concessionaire for the SSC NASA Exchange. Therefore, no information is available to provide on annual sales for the past five (5) years.

25. Question: "The NAICS Code and the small business size standard for this procurement are 722213 and \$7.0 Million respectively." Does this mean my revenues have to be \$7.0 million?

Answer: No, this means to be considered a small business under NAICS code 722213, your revenues cannot be over \$7.0 million.

26. Question: Is there any information on how many folks are on this base working every day? Do they all have access to the exchange? What's the traffic for the exchange daily?

Answer: The Coffee Shop will be located in Building 1100, Roy S. Estess Building, where the main site cafeteria is located and some of the SSC NASA Exchange concessionaires, such as, the Snack Store, Corporate Cleaners, Barber Shop, Hancock Bank, Keesler Federal Credit Union, and the Navy Exchange Store. There are approximately 5,100 people working on site at SSC, all of whom have access to Building 1100.